

Link to purchase Special Event Insurance for use of City of Westmorland Facilities

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**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT  
FOR USE OF CITY OF WESTMORLAND GROUNDS AND FACILITIES**

In consideration for the use of City grounds and facilities and to the furthest extent allowed by law, Permittee does hereby agree to indemnify, hold harmless and defend the City of Westmorland ("City") and its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Permittee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the use of City grounds and facilities. Permittee's obligations under the preceding sentence shall apply regardless of whether City or its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or its officers, officials, employees, agents or volunteers.

Throughout the life of this Agreement, Permittee shall pay for and maintain in full force and effect all insurance as required in Exhibit A, which is incorporated into and part of this Agreement, or as may be authorized or required in writing by City Manager or his/her designee at any time and in his/her sole discretion.

Permittee shall conduct all defense at his/her/its sole cost. The fact that insurance is obtained by Permittee shall not be deemed to release or diminish the liability of Permittee, including, without limitation, liability assumed under this Agreement. The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Permittee. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Permittee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Permittee, its officials, officers, employees, agents, volunteers or invitees.

City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing this Agreement.

This Indemnification and Hold Harmless Agreement shall survive the use of City grounds and facilities.

**The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the City and Permittee; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the Permittee or his/her/its authorized signatory.**

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Permittee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

EXHIBIT A  
INSURANCE REQUIREMENTS FOR THE USE OF CITY OF WESTMORLAND GROUNDS AND FACILITIES

During the use of city grounds and facilities, Applicant shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by the City Manager or his/her designee and in his/her sole discretion. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability with limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury, \$2,000,000 aggregate for products and completed operations and \$2,000,000 general aggregate.

If alcoholic beverages are to be sold, served or furnished, COMMERCIAL GENERAL LIABILITY insurance shall be endorsed to include coverage for liquor liability with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage, or Permittee shall pay for and maintain the most current version of Insurance Services Office (ISO) Liquor Liability Coverage Form CG 00 33, which shall include which shall include insurance for "bodily injury," and "property damage" with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. **The responsibility for Liquor Liability insurance may be assigned to Applicant's caterer, concessionaire or vendor.**

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "any auto" with limits of liability of not less than \$1,000,000 per accident for bodily and property damage.

or

Personal Automobile Liability insurance with limits of liability of not less than \$100,000 per person and \$300,000 per accident for bodily injury and \$50,000 per accident for property damage.

**Only required if automobiles are to be operated on city-owned property.**

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit. **Only required if Applicant has employees.**

In the event Applicant purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Applicant shall be responsible for payment of any deductibles or self-insured retentions contained in any insurance policies required hereunder.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice by certified mail, return receipt requested, has been given to the City. Upon issuance by the insurer, broker or agent of a notice of cancellation, non-renewal or reduction in coverage or limits, Permittee shall furnish City with a new certificate and applicable endorsements for such policy(ies). **In the event any policy(ies) are due to expire during the use of the city grounds and facilities, Applicant shall provide a new certificate and all applicable endorsements evidencing renewal of such policy(ies) not less than 15 calendar days prior to the expiration date of the expiring policy(ies).**

The General Liability, Liquor Liability, and Automobile Liability insurance policies shall be written on an occurrence form. The General Liability (including ongoing operations, and products/completed operations), Liquor Liability, and Automobile Liability insurance policies name the City and its officers, officials, employees, agents and volunteers as an additional insureds. Such policy(ies) of insurance shall be endorsed so Applicant's insurance shall be primary and no contribution shall be required of City and its officers, officials, employees, agents and volunteers. The coverage shall contain no special limitations on the scope of protection afforded to City and its officers, officials, employees, agents and volunteers. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City and its officers, officials, employees, agents and volunteers. Should Applicant maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Applicant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Upon request of City, Applicant shall immediately furnish City with a complete copy of any insurance policy required hereunder, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive the use of City grounds and facilities.

If at any time during the use of city grounds and facilities Applicant fails to maintain the required insurance in full force and effect, the use of City grounds and facilities shall be discontinued immediately until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for the City to revoke permission to use the city grounds and facilities.

**NOTE: Applicant shall furnish City with the certificate(s) of insurance and applicable endorsements for ALL required insurance fourteen (14) days prior to the use of city grounds and facilities.** A Certificate of Insurance is not acceptable, in lieu of the additional insured, primary insurance and waiver of subrogation endorsements required above. The Certificate of insurance **must** be accompanied by the additional insured, primary insurance and/or waiver of subrogation endorsements.